

RECEIVED

Docket No.: 48124-100

DEC 23 1998

PATENT

ASSIGNMENT

WHEREAS I, David J. Sneeringer of Wilmington, Delaware, has made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECTURE FOR WEB BASED MONITORING OF ENERGY RELATED USAGE, AND CLIENT ACCESSIBILITY THEREFOR, for which an application for United States Letters Patent is filed herewith;

AND WHEREAS, Delmarva Power and Light Company, a corporation of Virginia and Delaware and having an address of 800 King Street, Wilmington, DE 19899 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Delmarva Power and Light Company, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, I hereby agree with the said assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document;

AND I request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Delmarva Power and Light Company, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

12/22/98

Date



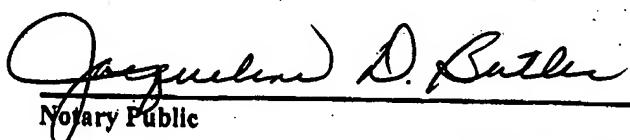
David J. Sneeringer

STATE OF Delaware

SS: 112-46-49~1

COUNTY OF New Castle

On this 22nd day of December, 1998 before me personally appeared David J. Sneeringer, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.



Jacqueline D. Butler
Notary Public

My commission expires

JACQUELINE D. BUTLER
NOTARY PUBLIC

My Commission Expires April 3, 2000

PATENT ASSIGNMENT

This Patent Assignment is made by DELMARVA POWER AND LIGHT COMPANY, a Delaware and Virginia corporation (hereinafter referred to as "Assignor"), to and in favor of CONECTIV, a Delaware corporation having an address at 800 King Street, Wilmington, Delaware 19801 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the right, title and interest (the "Rights") in and to certain technology (the "Technology") that is the subject of a patent application listed in Appendix A attached hereto (the "Patent Application");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Technology and the Patent Application;

WHEREAS, Assignor has agreed to transfer the Rights to Assignee by dividend of such Rights to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

1. Assignment. Assignor does hereby assign, transfer and convey unto Assignee its entire right, title and interest in and to the Technology, including all rights represented by or issuing from (including all claims referenced within and all know how related to) the Patent Application and any divisional, continuation, continuation-in-part, continued prosecution application, extension, reissue, foreign and other patent applications and applications for any other form of intellectual property protection applicable thereto (including copyright and trade secret); and the right to sue and obtain damages for infringement of letters patent issuing from the Patent Application, to be held and enjoyed by the Assignee to the full end of the term or terms or extensions thereof for which said Patent Application or any other form of intellectual property protection to which the Technology is or will be entitled, as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment not been made.

2. Covenants. Assignor covenants to execute at Assignee's request all divisional, continuation, continuation-in-part, continued prosecution application, extension, reissue, foreign and any applications for any other form of intellectual property protection relating to the assigned Technology and Patent Application, and to take all other actions and to execute and deliver all additional instruments and documents which Assignee may deem necessary or desirable to make this Assignment of record in the U.S. Patent and Trademark Office and patent offices in foreign countries and otherwise to make this Assignment fully effective and to enable Assignee to enjoy to the fullest extent the rights, title and interests herein conveyed in the United States and foreign countries.

3. Power of Attorney. Assignor hereby authorizes its attorneys, Assignee and Assignee's attorneys, or any of them, to execute any and all documents on its behalf in the event of its future inability, unavailability or unwillingness to execute such documents, in order to perfect Assignee's rights in and to the Technology and the Patent Application.

4. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the equivalent functionary in every foreign country, to issue any and all Letters Patent granted on the Technology and such other applications as described herein, in the name of the Assignee.

5. Disclaimer and Representation. No representations or warranties are made herein except as follows. To the actual awareness of Assignor, no claim is pending or threatened to the effect that (i) the Technology infringes upon or conflicts with the asserted rights of any other person in respect of any intellectual property rights or (ii) any patent issuing from the Patent Application is invalid or unenforceable. To the actual awareness of Assignor, no contract, agreement or understanding with any party exists that would interfere with Assignee's right, title and interest in and to the Technology. To the actual awareness of Assignor, the Technology does not infringe on the rights of third parties..

6. Miscellaneous.

(a) Controlling Law. This Patent Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) Binding Nature of Agreement. This Patent Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its respective successors and assigns.

Signed at _____, this 25th day of APRIL, 2001.

DELMARVA POWER AND LIGHT COMPANY

By: J. S. Shaw
Name: J. S. Shaw
Title: EXECUTIVE VICE PRESIDENT

STATE OF DELAWARE

ss.

COUNTY OF NEW CASTLE

I, DIANA C. DeANGELIS, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 25th day of APRIL, 2001, appeared before me T. S. SHAW, to me personally known, who, being by me duly sworn, did say that he/she is the Exec. V.P. of DELMARVA POWER AND LIGHT COMPANY, a Delaware and Virginia corporation, and that said instrument was signed on behalf of said company by authority of its Board of Directors and said Exec. V.P. acknowledged said instrument to be the free act and deed of said company.

Subscribed and sworn to before me this 25th day of April, 2001.

Diana C DeAngelis
Notary Public

DIANA C. DeANGELIS
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 28, 2004

APPENDIX A

Title:

COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECHTURE
FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE AND CLIENT
ACCESSIBILITY THEREFOR

Application No.

U.S. App. No. 09/222,787

Filing Date

December 30, 1998

PATENT ASSIGNMENT

This Patent Assignment is made by CONECTIV, a Delaware corporation (hereinafter referred to as "Assignor"), to and in favor of CONECTIV SOLUTIONS LLC having an address at 800 King Street, Wilmington, Delaware 19801 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner by assignment from Delmarva Power and Light Company, a Delaware and Virginia corporation Delmarva") of Delmarva's right, title and interest (the "Rights") in and to certain technology (the "Technology") that is the subject of a patent application listed in Appendix A attached hereto (the "Patent Application");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Technology and the Patent Application;

WHEREAS, Assignor has agreed to transfer the Rights to Assignee by contribution of such Rights to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

1. Assignment. Assignor does hereby assign, transfer and convey unto Assignee its entire right, title and interest in and to the Technology, including all rights represented by or issuing from (including all claims referenced within and all know how related to) the Patent Application and any divisional, continuation, continuation-in-part, continued prosecution application, extension, reissue, foreign and other patent applications and applications for any other form of intellectual property protection applicable thereto (including copyright and trade secret); and the right to sue and obtain damages for infringement of letters patent issuing from the Patent Application, to be held and enjoyed by the Assignee to the full end of the term or terms or extensions thereof for which said Patent Application or any other form of intellectual property protection to which the Technology is or will be entitled, as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment not been made.

2. Covenants. Assignor covenants to execute at Assignee's request all divisional, continuation, continuation-in-part, continued prosecution application, extension, reissue, foreign and any applications for any other form of intellectual property protection relating to the assigned Technology and Patent Application, and to take all other actions and to execute and deliver all additional instruments and documents which Assignee may deem necessary or desirable to make this Assignment of record in the U.S. Patent and Trademark Office and patent offices in foreign countries and otherwise to make this Assignment fully effective and to enable Assignee to enjoy to the fullest extent the rights, title and interests herein conveyed in the United States and foreign countries.

3. Power of Attorney. Assignor hereby authorizes its attorneys, Assignee and Assignee's attorneys, or any of them, to execute any and all documents on its behalf in the event of its future inability, unavailability or unwillingness to execute such documents, in order to perfect Assignee's rights in and to the Technology and the Patent Application.

4. **Recordation.** Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the equivalent functionary in every foreign country, to issue any and all Letters Patent granted on the Technology and such other applications as described herein, in the name of the Assignee.

5. **Disclaimer and Representation.** No representations or warranties are made herein except as follows. To the actual awareness of Assignor, no claim is pending or threatened to the effect that (i) the Technology infringes upon or conflicts with the asserted rights of any other person in respect of any intellectual property rights or (ii) any patent issuing from the Patent Application is invalid or unenforceable. To the actual awareness of Assignor, no contract, agreement or understanding with any party exists that would interfere with Assignee's right, title and interest in and to the Technology. To the actual awareness of Assignor, the Technology does not infringe on the rights of third parties.

6. **Miscellaneous.**

(a) **Controlling Law.** This Patent Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) **Binding Nature of Agreement.** This Patent Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its respective successors and assigns.

Signed at _____, this _____ day of April, 2001.

CONNECTIV

By: T. S. Shaw
Name: T. S. SHAW
Title: PRESIDENT

STATE OF Delaware
COUNTY OF New Castle

ss.

I, DIANA C. DeANGELIS, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 25th day of April, 2001, appeared before me T.S. SHAW, to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT of CONECTIV, a Delaware corporation, and that said instrument was signed on behalf of said company by authority of its Board of Directors and said PRESIDENT acknowledged said instrument to be the free act and deed of said company.

Subscribed and sworn to before me this 25th day of April, 2001.


Diana C. DeAngelis
Notary Public

DIANA C. DeANGELIS
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 28, 2004

APPENDIX A

Title:

COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECHTURE
FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE AND CLIENT
ACCESSIBILITY THEREFOR

Application No.

U.S. App. No. 09/222,787

Filing Date

December 30, 1998

PATENT ASSIGNMENT

This Patent Assignment is made by CONECTIV SOLUTIONS LLC, a Delaware limited liability company (hereinafter referred to as "Assignor"), to and in favor of VIGILENT, INC., a Delaware corporation having an address at 511 Schoolhouse Road, Suite 200, Kennett Square Pennsylvania (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner by assignment from Conectiv, a Delaware corporation ("Conectiv") of Conectiv's entire right, title and interest in and to certain technology (the "Technology") that is the subject of a patent application listed in Appendix A attached hereto (the "Patent Application");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Technology and the Patent Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

1. Assignment. Assignor does hereby assign, transfer and convey unto Assignee its entire right, title and interest in and to the Technology, including all rights represented by or issuing from (including all claims referenced within and all know how related to) the Patent Application and any divisional, continuation, continuation-in-part, continued prosecution application, extension, reissue, foreign and other patent applications and applications for any other form of intellectual property protection applicable thereto (including copyright and trade secret); and the right to sue and obtain damages for infringement of letters patent issuing from the Patent Application, to be held and enjoyed by the Assignee to the full end of the term or terms or extensions thereof for which said Patent Application or any other form of intellectual property protection to which the Technology is or will be entitled, as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment not been made.

2. Covenants. Assignor covenants to execute at Assignee's request all divisional, continuation, continuation-in-part, continued prosecution application, extension, reissue, foreign and any applications for any other form of intellectual property protection relating to the assigned Technology and Patent Application, and to take all other actions and to execute and deliver all additional instruments and documents which Assignee may deem necessary or desirable to make this Assignment of record in the U.S. Patent and Trademark Office and patent offices in foreign countries and otherwise to make this Assignment fully effective and to enable Assignee to enjoy to the fullest extent the rights, title and interests herein conveyed in the United States and foreign countries.

3. Power of Attorney. Assignor hereby authorizes its attorneys, Assignee and Assignee's attorneys, or any of them, to execute any and all documents on its behalf in the event of its future inability, unavailability or unwillingness to execute such documents, in order to perfect Assignee's rights in and to the Technology and the Patent Application.

4. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the equivalent functionary in every foreign country, to

issue any and all Letters Patent granted on the Technology and such other applications as described herein, in the name of the Assignee.

5. Disclaimer and Representation. No representations or warranties are made herein except as follows. To the actual awareness of Assignor, no claim is pending or threatened to the effect that (i) the Technology infringes upon or conflicts with the asserted rights of any other person in respect of any intellectual property rights or (ii) any patent issuing from the Patent Application is invalid or unenforceable. To the actual awareness of Assignor, no contract, agreement or understanding with any party exists that would interfere with Assignee's right, title and interest in and to the Technology. To the actual awareness of Assignor, the Technology does not infringe on the rights of third parties.

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(b) Binding Nature of Agreement. This Patent Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its respective successors and assigns.

Signed at _____, this 25th day of APRIL, 2001.

CONECTIV SOLUTIONS LLC

By: 
Name: T. S. SHAW
Title: PRESIDENT

STATE OF DELAWARE

:
: ss.

COUNTY OF NEW CASTLE

:
:

I, DIANA C. DeANGELIS, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 25th day of APRIL, 2001, appeared before me T. S. SHAW, to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT of CONECTIV SOLUTIONS LLC, a limited liability company, and that said instrument was signed on behalf of said company by authority of its sole member and said PRESIDENT acknowledged said instrument to be the free act and deed of said company.

Subscribed and sworn to before me this 25th day of April _____, 2001.

Diana C. DeAngelis
Notary Public

DIANA C. DeANGELIS
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 28, 2004

APPENDIX A

1. Title:

COMPUTER ASSISTED AND/OR IMPLEMENTED PROCESS AND ARCHITECHTURE
FOR WEB-BASED MONITORING OF ENERGY RELATED USAGE AND CLIENT
ACCESSIBILITY THEREFOR

Application No.

U.S. App. No. 09/222,787

Filing Date

December 30, 1998

2. Title:

BILLING ENGINE INCLUDING TRINITY BILLING ENGINE

Inventor:

David D. ELLIS

Attorney Docket No.

110337.124

Filing Date

April 26, 2001

3. Title:

MAINTENANCE AND VERIFICATION TOOL KIT and AUTOMATIC PROCESSING OF
SERVER FILES

Inventor:

David D. ELLIS

Attorney Docket No.

110337.121, 110337.123

Filing Date

April 26, 2001

4. Title:

INFORMATION CONTROL CENTER (ICC)

Inventor:

Dean W. MUSSER, David D. ELLIS, Jeffrey M. DONNELLY

Attorney Docket No.

110337.122

Filing Date

April 26, 2001

5. Title:

BILLING ENGINE INCLUDING MISSOURI BILLING ENGINE

Inventor:

David D. ELLIS

Attorney Docket No.

110337.120

Filing Date

April 26, 2001

State of Delaware

Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "VIGILENT, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "ENERWISE GLOBAL TECHNOLOGIES, INC.", THE FIRST DAY OF MAY, A.D. 2001, AT 12:25 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3360669 8320

AUTHENTICATION: 1179651

010276958

DATE: 06-08-01

State of Delaware

Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VIGILIENT, INC.", CHANGING ITS NAME FROM "VIGILENT, INC." TO "ENERWISE GLOBAL TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF MAY, A.D. 2001, AT 12:25 O'CLOCK P.M.



3360669 8100
010276958

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1179650

DATE: 06-08-01

CERTIFICATE OF AMENDMENT TO THE
 CERTIFICATE OF INCORPORATION
 OF
 VIGILIENT, INC.

Vigilient, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("DGCL"), does hereby certify that:

FIRST: That the directors of the Corporation, by unanimous written consent of the board of directors, duly adopted a resolution declaring advisable the amendment of the Certificate of Incorporation of the Corporation and submitting the same to the stockholders of the Corporation for approval. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by deleting ARTICLE I thereof and substituting therefore the following:

ARTICLE I
 The name of the Corporation is Enerwise Global Technologies, Inc.

SECOND: That the majority of the stockholders of the Corporation entitled to vote thereon duly consented in writing to the aforesaid amendments in accordance with the provisions of § 228 of the Delaware General Corporation Law ("DGCL").

THIRD: That the amendment was duly adopted in accordance with the provisions of § 242 of the DGCL.

IN WITNESS WHEREOF, Vigilient, Inc. has caused this certificate to be signed by Dean W. Musser, its SVP of Operations, this 30th day of April, 2001.

Vigilient, Inc.


 Name: Dean W. Musser
 Title: SVP of Operations